



September 22, 2005

**Via Electronic Filing (ECFS)**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, D.C. 20554

**Re: Subscriber Acknowledgement Report – September 22, 2005  
FCC WC Docket No. 05-196**

Dear Ms. Dortch:

Enclosed please find RNK, Inc., d/b/a RNK Telecom's September 22, 2005 Subscriber Acknowledgement Report, for filing with the Commission in WC Docket No. 05-196.

Thank you for your attention to, and assistance in, this matter. Please feel free to contact me at 781-613-6000 with any questions.

Sincerely,

/s/

Leah Williams  
Sr. Counsel  
[leah@rnktel.com](mailto:leah@rnktel.com)

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matters of	)	
	)	
IP-Enabled Services	)	WC Docket No. 04-36
	)	
E911 Requirements for IP-Enabled Service Providers	)	WC Docket No. 05-196
	)	

**RNK, Inc., d/b/a RNK Telecom  
Subscriber Acknowledgement Report – September 22, 2005  
FCC WC Docket No. 05-196**

In accordance with the August 26, 2005 Public Notice issued by the Enforcement Bureau of the Federal Communications Commission (the “Commission”), in WC Docket No. 05-196, RNK, Inc. d/b/a RNK Telecom (“RNK”) hereby submits responses to the following inquiries:

1. *Detailed explanation regarding current compliance with the notice and warning sticker requirements.*

Prior to the release of the Commission’s First Report and Order and Notice of Proposed Rulemaking<sup>1</sup> on June 3, 2005, RNK had provided notice of limitations of emergency services associated with interconnected VoIP services (“IVS”), to subscribers through RNK’s independent resellers and agents (RNK offers wholesale IVS), via “No 911” warning stickers (when 911 services were not available), the “Frequently Asked Questions” section on its [www.rnkvoip.com](http://www.rnkvoip.com) website, and inserts included with customer premises equipment (CPE) that identified the differences between IVS and more traditional wireline services in regards to the availability of 911/E911. Additionally, in mid-May 2005, RNK made available to its independent resellers and agents a web-based registration program to help inform their new subscribers of potential limitations associated with dialing 911 from their IVS. This “click-through” process was completed by new subscribers prior to account activation, and focused on familiarizing subscribers with potential limitations associated with dialing 911 from their VoIP service. If the subscribers acknowledged their receipt, understanding and agreement to the limitations of service, they could click the “I Agree” button and activate their IVS.

***Subsequent to the release of the VoIP E911 First Report and Order, RNK has taken the following steps toward compliance:***

- On July 15, 2005, RNK sent letters to each of its independent resellers and agents notifying them of their compliance obligations pursuant to the VoIP E911 First Report and Order. An example of the letter is attached hereto as Exhibit A.

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<sup>1</sup> In the Matters of IP-Enabled Services (WC Docket No. 04-36) and E911 Requirements for IP-Enabled Service Providers (WC Docket No. 05-196), FCC 05-116 (June 3, 2005) (“VoIP E911 First Report and Order”)

- On the same date (July 15, 2005), RNK implemented a more refined web-based process on the subscribers' account page through which subscribers are notified of the specific limitations of E911 associated with their IVS, depending on where they are located. All subscribers (whether existing or new), may either acknowledge and agree to the limitations by clicking "I Agree," or may disagree with the limitations (thereby electing not to activate service, or to discontinue existing service) by clicking "I Disagree." The various notices reviewed by subscribers are attached hereto as Exhibit B. In the event a subscriber clicks "I Agree," the subscriber receives an email confirmation through which the subscriber may click on the link to verify acknowledgement of the limitations of E911 associated with their IVS. Subscribers that prefer to complete the acknowledgement process through a paper form may submit the acknowledgement by fax or mail.
- On July 20, 2005, RNK followed up with each of its independent resellers and agents with an email version of RNK's July 15<sup>th</sup> letter, reminding them of the impending initial compliance deadline for subscriber notice of July 29, 2005.
- Additionally, on July 20, 2005, RNK mailed stickers detailing the limitations of 911 service, along with additional "No 911" stickers to its independent resellers and agents (who had been using "No 911" stickers since approximately November 2004) with the letter attached hereto as Exhibit C. RNK advised its independent resellers and agents that the stickers had to be forwarded to their subscribers by July 29, 2005 and that they must advise their subscribers to place the stickers on, or near, their CPE. In those instances in which RNK provisions CPE, it includes the appropriate warning stickers with the CPE, along with an insert that further notifies subscribers of the limitations of E911 service and advises subscribers to place the stickers on, or near, their CPE. RNK has also made available the CPE insert to its independent resellers and agents, which includes text that further notifies subscribers of limitations of emergency services associated with their IVS.
- On July 25, 2005, RNK left all subscribers who had not yet completed the acknowledgement process the following voice mail:
 

This is an important notice regarding emergency services associated with your VoIP account. There are critical limitations of your VoIP service related to 911 dialing that you need to be aware of. Please visit the "My Account" website associated with your service to learn of these limitations and complete a simple acknowledgement process by this Friday, July 29th. If you would prefer to receive notice of the 911 limitations through a paper form, please contact your VoIP sales representative. Because of an FCC Order, you must complete this process by July 29th to avoid an interruption in your VoIP service. We apologize for any inconvenience, and thank you for your cooperation in this process
- On July 26, 2005, RNK suspended access to the account pages of those subscribers who had not yet acknowledged receipt of notice of limitations of E911 service. Suspension did not prevent subscribers from making and receiving calls from their IVS, but rather prevented them from completing online functions associated with their account (e.g., reviewing billing activity), until the subscribers complete the acknowledgement process.
- On August 2, 2005 (after the Commission extended the compliance deadline for notice), RNK left all subscribers who had not yet completed the confirmation process the following voice mail through their IVS:

"This is a second notice regarding 911 services associated with your VOIP account. Due to an FCC order, you must read and acknowledge the limitations of your 911 service by August 29th,

or we will be forced to suspend your service. Please visit your "My Account" website to complete this process. If you would prefer to receive this information on paper, please contact your sales representative. Thank you for your cooperation with this process."

***Steps taken by RNK subsequent to filing its August 10, 2005 compliance report:***

- On Friday, August 12, 2005, RNK left all subscribers who had not yet completed the confirmation process the following voicemail through their IVS:

"Important! This is a third notice regarding 911 services associated with your VOIP account. Due to an FCC order, you must read and acknowledge the limitations of your 911 service by August 29th, or we will be forced to suspend your service. Please visit your "My Account" website to complete this process. If you have already done this and are receiving this voice mail in error, please contact your sales representative. Thank you for your cooperation."

- On Friday, August 19, 2005, RNK sent the following email to all subscribers who had not completed the confirmation process:

Subject: IMPORTANT – Your VoIP service could be disconnected!

Due to an FCC Order, all VoIP users are required to acknowledge the important limitations of 911 services associated with their accounts by Monday, August 29th. Our records indicate that you have not yet completed this acknowledgement. If you do not do so by 8/29, your VoIP service will be disconnected as required by the FCC!

To avoid disconnection of your service, please take a moment to complete the acknowledgement process at your "My Account" website:

[Insert link that takes subscriber to web-based acknowledgement process]

If you believe you have completed this process and are receiving this email in error, please contact your sales representative.

Thank you for your cooperation.

- On Thursday, August 25, 2005, RNK sent a recorded call to all subscribers who had not completed the acknowledgement process that advised subscribers of the following:

"Please listen to this important 911 services message. Due to an FCC order, you must read and acknowledge the limitations of your 911 service by this Monday, August 29th, or we will be forced to suspend your service.

Please visit your "My Account" website to complete this process. If you have already done this and are receiving this message in error, please contact your sales representative. Thank you for your cooperation."

- On Monday, August 26, 2005, RNK sent the following reminder email to those subscribers who had completed the web-based acknowledgement process, but who had not yet verified their receipt of the notice of limitations associated with their VoIP service through a confirmatory email:

We've noticed that you were sent an email confirmation from our website more than 24 hours ago, and have not yet responded. Your VOIP account still needs to have its E911 service limitations confirmed. Please take a moment to choose one of the links below.

By clicking on the "I AGREE" link below, you are confirming that you received and understood notice of the limitations of emergency services, and that you intended to agree to them.

[I AGREE]

If you do not agree with the limitations of emergency services, click the "I DISAGREE" link below. If you do this, your sales representative will contact you to cancel your VOIP service.

[I DISAGREE]

***Steps taken by RNK subsequent to filing its September 1, 2005 compliance report:***

- On Saturday, September 20, 2005, RNK sent a recorded call to all subscribers who had not completed the acknowledgement process that advised subscribers of the following:

"Important! Please listen to this message. Due to an FCC order, you must read and acknowledge the limitations of your 911 service by September 27, or we will be forced to suspend your service. Please visit your "My Account" website to complete this process. If you have already done this and are receiving this message in error, or if you need assistance, please contact your sales representative. Thank you for your cooperation."

2. *Quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, as of the date of the report, and an estimation of the percentage of subscribers from whom the provider does not expect to receive an acknowledgement by September 28, 2005.*

As of September 22, 2005, approximately 77% of total subscribers have submitted an acknowledgement. RNK estimates that it may not receive an acknowledgement from up to 15% of total subscribers by September 28, 2005.

3. *A detailed description of any and all actions the provider plans on taking towards any of its subscribers that do not affirmatively acknowledge having received and understood the advisory.*

RNK plans to deliver additional voice mail reminders and place direct phone calls to subscribers. RNK will also encourage its independent resellers to make phone calls to their subscribers.

4. *A detailed description of any and all plans to use a "soft" or "warm" disconnect procedure for subscribers that fail to provide an affirmative acknowledgement by September 28, 2005.*

As of September 28, 2005, as required by the Commission, RNK will suspend service of those subscribers who have not affirmatively acknowledged RNK's notification attempts. For those subscribers who currently have access to "911" emergency services through their IVS, RNK will provide a "soft" or "warm" disconnect procedure, which will disallow non-911 outbound calls but, when applicable, will allow subscribers to dial "911" and connect to the appropriate Public Safety Answering Point (PSAP). This "soft" disconnect procedure will also permit subscribers to receive inbound calls so that, whenever possible, emergency personnel will be able to call back a subscriber who dials "911." In the event a subscriber attempts to place a non-911 outbound call, the subscriber will hear a recorded message

advising of the inability to place outbound calls until the subscriber acknowledges the limitations of 911 service. Subscribers will also be advised of the option to press “0” during the message to reach customer service for assistance in completing the acknowledgement process.

## EXHIBIT A

July 15, 2005

VIA EMAIL AND FIRST CLASS MAIL

**Company Name**

**Contact Name**

**Address**

**City, State Zip Code**

**Re: Compliance with FCC VoIP 911/E911 Order**

Dear Reseller Contact Name:

RNKVoIP sends this letter to help you, as one of our valuable independent resellers, by making you aware of certain rules and requirements related to your VoIP service. As you may already know, on June 29, 2005, the FCC published its VoIP E911 Order<sup>2</sup> in the Federal Register. The VoIP E911 Order obligates Interconnected VoIP Providers (such as RNKVoIP, and all of its Independent Resellers) to make enhanced 911 service ("E911") available to their customers as a mandatory feature of the service, just as with traditional phone service. In addition, the VoIP E911 Order requires, among other things, that all existing VoIP customers are notified of limitations of VoIP 911/E911 service and are provided with the ability to update their service address ("Registered Location") which is where emergency services will respond should they dial "9-1-1."

### "MY ACCOUNT" WEBSITE – NOTICE OF LIMITATIONS OF SERVICE

In order to help you comply with the VoIP E911 Order, RNK has further developed a way for your VoIP customers to get notice by accessing their "My Account" webpage. Accordingly, you must notify all of your customers to review the limitations of VoIP 911/E911 service available on the "My Account" website and acknowledge their receipt of, and consent to, those limitations by **Friday, July 22, 2005**. Unfortunately, due to the FCC's VoIP E911 Order, your existing customers who have already "clicked-through" the VoIP 911 disclaimer, must also visit the "My Account" website to verify that they have received the limitations of service and agree to them. If, for any reason, your customers do not wish to get the notice electronically, they may complete the process by sending to you a signed, hard copy acknowledgement of the limitations of service, which can also be found on the "My Account" website. Please fax this signed document to RNK at 781-297-9836. It is crucial that this acknowledgement process is completed by your customers themselves, and not by you or your staff, and a failure to have your customers acknowledge the notice in accordance with this letter may result in the assessment of financial penalties by RNK on a per customer basis, and possibly termination of your VoIP Agreement.

If RNK does not receive acknowledgement from your customers by July 22<sup>nd</sup>, it will put in place a message through your customers' VoIP service, that your customers will hear when they attempt to make an outbound call, notifying them that the acknowledgement process must be completed by Friday, **July 29, 2005**, or their service will be suspended until notice is properly acknowledged. On July 23<sup>rd</sup>, RNK will also inform your customers about a potential service suspension through a temporary freeze of the "My Account" website to encourage completion of the acknowledgement process. If a customer of Reseller does not acknowledge and agree to the limitations of service by **July 29, 2005**, RNK will suspend the customer's service until they complete the notification process. In the event your customer specifically elects not to continue service subject to its limitations, his/her account will be terminated. While RNK regrets that service suspension and/or termination may be an option, adherence to the VoIP E911 Order is of the utmost importance.

### WARNING STICKERS

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<sup>2</sup> First Report and Order and Notice of Public Rulemaking In the Matters of IP Enabled Services, WC Docket No. 04-36, and E911 Requirements for IP-Enabled Service Providers, WC Docket No. 05-196, FCC 05-116, June 3, 2005.

In addition to satisfying these notice requirements, pursuant to the VoIP E911 Order RNK will soon be sending to you warning stickers that identify 911 related limitations with all VoIP services. You must send these stickers to those customers who already have VoIP equipment or to whom you will provide VoIP equipment, and advise your customers to affix these stickers to their VoIP devices.

#### ADDITIONAL RNKVOIP FEATURES

To allow your customers flexibility to move their VoIP service, and also to comply with the VoIP 911 Order, RNK has improved the “My Account” website to allow your customers to view the Registered Location currently on file as the 911/E911 service address, and to make changes to their Registered Location in the event of a move or travel. Your customers may also make changes to their Registered Location by dialing \*77 through their VoIP equipment, which will direct them to RNK’s Tier 2 Technical Service Department. It is important that your customers use this tool to ensure that their Registered Location is accurate, and that they make the change several days in advance of a move or travel so that there is no delay in establishing the new Registered Location as the 911/E911 service address and minimal interruption in 911 service.

#### SUMMARY OF REQUIRED STEPS

In accordance with your Agreement with RNK, and to avoid the interruption or termination of service to your customers, you must take the following steps:

1. Immediately notify your customers that they must acknowledge their receipt of, and consent to, the limitations of VoIP 911/E911 service through the “My Account” website or via a paper consent form by **Friday, July 22<sup>nd</sup>**;
2. By **July 23<sup>rd</sup>**, contact your customers in the event they have not completed the acknowledgement process to ensure that they complete the process no later than **Friday, July 29<sup>th</sup>**, and notify them that a failure to do so will result in their service being suspended;
3. Notify your customers that they are obligated to verify their Registered Location by **Friday, July 29<sup>th</sup>**, and make any changes to their Registered Location, through the “My Account” website or by dialing \*77 from their VoIP equipment; and
4. Distribute warning stickers to all of your customers by **Friday, July 29<sup>th</sup>** that notify them of limitations associated with dialing 911 from their VoIP service, and recommend that your customers place the stickers on their VoIP equipment.

Please also be advised that due to the FCC’s change of law, to the extent necessary under the Agreement between RNK and Reseller, this letter serves as notice that RNK will soon be forwarding to you an Amendment to your VoIP Agreement to ensure compliance with the VoIP E911 Order. The Amendment will require continued cooperation from you, as a reseller of RNK’s wholesale services, to make certain that your customers are properly notified of limitations associated with 911 dialing from their VoIP service. In the case that no Amendment to your contract is necessary, RNK will be forwarding you a copy of its going-forward policies in this regard.

RNK understands the inconvenience that the FCC’s Order will cause, but also realizes that it is in the interest of the safety of your customers. We thank you for your cooperation so far, and look forward to continuing to provide a lucrative, low cost, reliable service to your customers.



## EXHIBIT B

### (WHEN 911 IS NOT AVAILABLE)

#### \*\*\*\* CRITICAL 911/E911 SERVICE LIMITATION AND SAFETY INFORMATION \*\*\*\*

The Voice Over Internet Protocol (VoIP) service ("the Service") you recently purchased is provided by an independent reseller or distributor of the underlying service provider. Please read carefully the following terms and conditions, which contain important service and safety information. If you do not agree to all of the below terms and conditions, you must decline to activate and/or use the Service, and will be provided with product return options.

#### **NO 911/E911 SERVICE**

**YOU ACKNOWLEDGE THAT THIS SERVICE IS NOT MEANT FOR USE AS A PRIMARY LINE OR LIFELINE SERVICE. YOU WILL NOT HAVE ACCESS TO TRADITIONAL 911/E911 SERVICES AND SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING THESE SERVICES.** You understand that in order to have access to 911/E911 services you will have to maintain your local phone service. You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber, or wireline local phone service and is intended for domestically originated long distance service only. Any local service is incidental to the primary purpose of the Service. You agree to inform any household residents, guests, and other third persons who may be present at the physical location where you use the Service as to the non-availability of 911 or E911 dialing from your service and device(s), including without limitation to supply or maintain existing conspicuous posting on the device of any caution or warning materials as may be appropriate. You also agree to make reasonable efforts and use reasonable judgment in informing such other users of the Service of the proper and specific operation and requirements of the Service or, alternatively, you agree to restrict third parties' access to the Service for any purpose.

All non-voice communications equipment, including but not limited to, home security systems (set up to make automatic phone calls), fax machines, modems, and medical monitoring devices, may not be compatible with the Service.

#### **Service Outage**

*Power Outage:* You acknowledge and understand that the Service as a whole does not function in the event of a power failure, which power source and maintenance of is your sole responsibility. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, connections or logins, prior to utilizing the service.

*Broadband Service Outage:* You acknowledge and understand that service outages or interruptions by your broadband provider will prevent ALL Service, and are your sole responsibility to maintain.

#### **Limitation of Liability and Indemnification**

You acknowledge that you are of legal age to consent to the terms and conditions of service herein (i.e. 18 years of age or older). You represent and warrant that you are Insert Name and acknowledge your receipt of these emergency service limitations, and that you understand and agree to them. By accepting these terms and conditions, you waive any claim against the underlying provider of the Service, RNK, Inc. ("Underlying Provider"), and its distributors and independent resellers, for interference with or disruption of non-voice communications equipment due to the Service. You acknowledge and understand that the liability of the Underlying Provider, its independent resellers and distributors is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document, and applicable Tariffs and/or Public Disclosures. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, INDEPENDENT RESELLERS, AND DISTRIBUTORS OF THE SERVICE, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

## (WHEN 911/E911 IS AVAILABLE)

### \*\*\*\* CRITICAL 911/E911 SERVICE LIMITATION AND SAFETY INFORMATION \*\*\*\*

THE VOICE OVER INTERNET PROTOCOL (VOIP) SERVICE ("THE SERVICE") YOU RECENTLY PURCHASED IS PROVIDED BY AN INDEPENDENT RESELLER OR DISTRIBUTOR OF THE UNDERLYING SERVICE PROVIDER. PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS, WHICH CONTAIN IMPORTANT SERVICE AND SAFETY INFORMATION AND IDENTIFY THE DIFFERENCES BETWEEN TRADITIONAL 911 SERVICE AND 911 SERVICE ASSOCIATED WITH VOIP. IF YOU DO NOT AGREE TO ALL OF THE BELOW TERMS AND CONDITIONS, YOU MUST DECLINE TO ACTIVATE AND/OR USE THE SERVICE, AND WILL BE PROVIDED WITH PRODUCT RETURN OPTIONS.

#### 911/E911 SERVICE LIMITATIONS

WHEN YOU DIAL 911 ON YOUR PHONE, YOUR CALL WILL BE ROUTED TO EMERGENCY PERSONNEL RESPONSIBLE FOR THE SERVICE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE ("REGISTERED LOCATION"). EMERGENCY RESOURCES AND PERSONNEL WILL BE DISPATCHED TO THE REGISTERED LOCATION REGARDLESS OF YOUR ACTUAL LOCATION OR THAT OF YOUR PHONE. **YOU MUST CORRECTLY IDENTIFY THE ACTUAL SERVICE ADDRESS WHERE YOUR VOIP DEVICE (i.e. ADAPTER OR SIP PHONE) WILL BE LOCATED WHEN YOU REGISTER FOR THE SERVICE. FAILURE TO DO SO MAY RESULT IN FIRE, POLICE OR EMERGENCY SERVICES EITHER NOT BEING ABLE TO FIND YOUR LOCATION OR MAY SIGNIFICANTLY DELAY THEIR RESPONSE TIME.** YOU MUST ACCURATELY REPORT YOUR SERVICE ADDRESS OR YOU MAY INCUR FINES OR OTHER PENALTIES RESULTING FROM DISPATCH OF EMERGENCY SERVICES

SHOULD YOU WISH TO MOVE YOUR SERVICE, **YOU MUST UPDATE YOUR REGISTERED LOCATION** AND MUST PROVIDE AT LEAST TEN (10) DAYS PRIOR NOTICE OF YOUR NEW SERVICE ADDRESS IN ORDER TO AVOID DELAYS AND LOSS OF 911 SERVICE. YOU MAY RECEIVE A NEW NUMBER ASSOCIATED WITH YOUR NEW LOCATION.

YOU ACKNOWLEDGE THAT THIS TYPE OF 911 SERVICE ASSOCIATED WITH VOIP HAS CERTAIN LIMITATIONS, WHICH YOU NEED TO UNDERSTAND BEFORE ORDERING:

**(1) 911 EMERGENCY DIALING IS ONLY AVAILABLE ON APPROVED DEVICES OR EQUIPMENT AND UPON COMPLETION OF ORDER PROCESSING. IF YOU USE OTHER EQUIPMENT, 911 SERVICE MAY FAIL.**

**(2) 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP DEVICE (i.e. ADAPTER OR SIP PHONE) FAILS, IS NOT CONFIGURED CORRECTLY, OR IF YOUR SERVICE IS NOT WORKING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGE, BROADBAND SERVICE OUTAGE, NETWORK CONGESTION, SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF NON-PAYMENT OR LATE PAYMENT, OR IF YOU FAIL TO MEET THE MINIMUM TECHNICAL SERVICE REQUIREMENTS. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE YOUR EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE, INCLUDING FOR 911 PURPOSES.**

YOU AGREE TO ADVISE ALL FRIENDS, GUESTS, FAMILY MEMBERS OR ANY OTHERS OF THESE LIMITATIONS WHO MIGHT PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT, AND UNDERSTAND THAT IT IS RECOMMENDED THAT YOU PLACE THE WARNING STICKER PROVIDED TO YOU ON, OR NEAR, YOUR VOIP DEVICE .

**YOU ACKNOWLEDGE THAT YOU ARE OF LEGAL AGE TO CONSENT TO THE TERMS AND CONDITIONS OF SERVICE HEREIN (i.e. 18 YEARS OF AGE OR OLDER). YOU REPRESENT AND WARRANT THAT YOU ARE INSERT NAME AND ACKNOWLEDGE YOUR RECEIPT OF THESE 911/E911 SERVICE LIMITATIONS, AND THAT YOU UNDERSTAND AND AGREE TO THEM. YOU ACKNOWLEDGE THAT THE LIABILITY OF THE UNDERLYING PROVIDER OF THE SERVICE, RNK, INC. ("UNDERLYING PROVIDER") IS LIMITED FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH IN THIS DOCUMENT, AND IN APPLICABLE TARIFFS AND/OR PUBLIC DISCLOSURES. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND INDEPENDENT RESELLERS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

## EXHIBIT C

**July 20, 2005**

VIA FIRST CLASS MAIL

**Company Name**

**Contact Name**

**Address**

**City, State Zip Code**

**Re: Your Compliance with FCC VoIP 911/E911 Order – Warning Stickers**

Dear **Reseller Contact Name**:

As follow up to the letter RNKVoIP recently sent to you regarding the FCC's VoIP 911/E911 Order (the "Order") to help you achieve compliance with the Order, enclosed please find warning stickers that identify limitations of 911 dialing associated with VoIP services.

Pursuant to the Order, you must send these "911" stickers to all existing and future customers that are registered in locations where 911/E911 services for your VoIP services are currently available, and who already have VoIP equipment or to whom you will provide VoIP equipment. For those customers currently located in locations where emergency services are not yet available, also enclosed are "No 911" stickers, which may be used until such time as 911 becomes available in those areas, or November 28, 2005 (the FCC imposed deadline by which 911 services must be provided to all of your customers), whichever is earlier.

The FCC's Order also requires that your customers must receive these stickers must by Friday, July 29<sup>th</sup>, and that you must advise your customers to affix these stickers to, or near, their VoIP devices.

RNK appreciates your continued cooperation in these matters. Should you have any questions, please contact your RNK Account Manager.

Sincerely,

RNKVoIP